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Plaintiff' In Pro-Se

JAMES N. HATTEN, CLERK  
Deputy Clerk

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA

1:08-CV-0190 JTC

LEON SANDERS,

Plaintiff'

vs.

U.S. GOVERNMENT, U.S. PRESIDENT,  
U.S. CONGRESS, SOCIAL SECURITY  
COMMISSION, INTERNAL REVENUE  
COMMISSION, U.S. EMPLOYEES, AND  
CLEANNET USA, INC. WASHINGTON  
MUTUAL BANK, MORGAN STANLEY, DEAN  
WITTER CREDIT CORP. RAYTHEON  
(HUGHES) AIRCRAFT CO., AND does 1  
through 10 inclusive.

Defendants

) COMPLAINT:  
)  
) FOR VIOLATIONS OF PLAINTIFF'  
) 1st AND 14th AMENDMENT  
) CIVIL RIGHTS UNDER THE  
) UNITED STATES CONSTITUTION  
) PURSUANT TO THE EXECUTIVE  
) OFFICE ACCOUNTABILITY ACT OF  
) 1996, AND THE CONGRESSIONAL  
) ACCOUNTABILITY ACT OF 1995,  
) UNDER BIVENS TYPE ACTIONS,  
) CLEANNET USA INC. WASHINGTON  
) MUTUAL BANK, MORGAN STANLEY,  
) DEAN WITTER CREDIT CORP.  
) UNDER TRUTH-IN-LENDING ACT.  
) RAYTHEON(HUGHES AIRCRAFT CO.)  
) WRONGFUL TERMINATION ET,AL.

JURISDICTION

ALL THE ABOVE DEFENDANTS ARE UNDER THE FEDERAL JURISDICTION :

Pursuant to defendants motion to dismiss Plaintiff' Complaint on grounds that Federal Rule Of Civil Procedure 8 requires that a Complaint contain " a short and plain statement of ground upon which the Jurisdiction depends" a short and plain statement showing that the Pleader is entitled to relief" and a demand for judgment for the the relief the Pleader seeks" Fed. R. Civ. P.8(a).

THE HONORABLE JUDGE, JACK T. CAMP, DISMISS PLAINTIFF' COMPLAINT WITHOUT PREJUDICE.

PURSUANT TO FEDERAL RULES OF CIVIL PROCEDURES #8, PLAINTIFF' SUBMIT THE FOLLOWING STATEMENT OF LAW THAT GIVE PLAINTIFF' THE GROUNDS FOR RELIEF ON THE FOLLOWING DEFENDANTS:

1. Plaintiff may under the 1964 Civil Rights Act, 1981 Civil Rights Act, and the 1991 Civil Rights Act, Under Bivens Type Claims or Cause Of Actions seek damages of Constitutional Torts under Fourth Amendment, Berlins Democratic Club vs. Rumsfeld 410 f sup See, Exhibits # 7 thru 47 (herein).

2. Judge Block was not acting in his Judicial Capacity when he dismiss plaintiff' Complaint Case CV 66-2231-SVW, because he was a defendant, and was not assigned to plaintiff' case and therefore he is Immuned from prosecution in the court PLEASE, (see) exhibit # 47, (herein).

3. Exhibits #65 to 74 (herein) will show that plaintiff' was found to be disable to work in all of his previous working experience of the past by Administrative Law Judge Cynthia A. Josserand on June 3, 1995. The Burden Of Proof that the plaintiff' could do Bookeeping, is on the Commission of Social security to show that plaintiff could do bookeeping before denying plaintiff Social Security Disability benefit. plaintiff seeks, and is entitled to Social Security Disability benefits back to 1992, when plaintiff file for Social Security Benefits.

4. plaintiff8 seeks a tax refund, pursuant to exhibit #82 (herein) which plaintiff paided \$15,886.53 on the agreement with the internal revenue Service, Miss Carol Austin, Problem Relolution Specialist on August 5, 1992, (see exhibit #82 herein). showing cancel checks plaintiff paided Internal revenue service. per agreement.

1 5. Exhibit # 171 (herein) will show that an Arbitration award  
2 in the amount of \$9,467.60 was issued on plaintiff' Claim on  
3 October 17, 2002. Exhibit # 204(herein) will show that pursuant  
4 to Federal Trade Commission Act Under Rule 436.1 on practices  
5 which Violate the the Rule and potential Liabilities under  
6 Rule 436.1, 1 to 5 allow plaintiff' to seek damages of \$10,000.00  
7 on each of those (5) rules. that violates plaintiff' rights  
8 under Rule 436.1. Against CLEANNET USA INC.

9 6. Exhibit# 206 (herein) will show that Defendants Washington  
10 Mutual Bank and Morgan Stanley, Dean Witter Credit Corp. has  
11 violated the Truth-In-Lending Act Agreement that they signed  
12 with the Plaintiff' when Washington Mutual Bank Demanded the  
13 pay-off from Escrow, over-payment in the amount \$9,667.11 per  
14 AmortizationS Schedule. and Morgan Stanley Dean witter Pay-off  
15 of \$8,742.69. plus \$6,231.00 in Re-Finance fees plus punitive  
16 Damages. and fraud.

17 7. Exhibit #299 (herein) will show that the Defendant Hughes Aircraft  
18 Aircraft Company Legal Department, PRIVATE DOCUMENT (herein)  
19 Stated that plaintiff' was not a Vexatious Litigant, and for  
20 plaintiff to be a Vexatious Litigant he would have to lose  
21 (6) cases over the next (6) years according to the California  
22 Vexatious Litigant Laws.

23 Plaintiff' is entitled to Relief damages under the 1964 Civil  
24 Rights Act, 1991 Civil Rights Act, And the 1981 Civil Rights  
25 Act. For Wrongful Termination, (6) years back Pay for the  
26 promotion from Labor Grade #9 to Labor #13, in according  
27 to The Union Contract. The Transcript (herein) taken in 1995  
28 with Hughes Aircraft Co. Attorney, Mr. Simpson.

1 and the Ruling of Former Judge, Edward Rafeedie who had the case  
 2 before Judge Block. Transcrip also states that Judge Rafeedie  
 3 rule that plaintiff's' tried to File a Grievance with the Union  
 4 but Union wouldn't take plaintiff' grievance, when Attorney M  
 5 Simpson agreed that plaintiff was entitled to (6) months Back  
 6 pay according to the Union Contract, but the plaintiff' didn't  
 7 file a grievance with the union. That was when Plaintiff told  
 8 Judge Block that Judge Edward Rafeedie Told Mr. Simpson that the  
 9 plaintiff had tried to file a grievance, with the union but the  
 10 union wouldn't take plaintiff grievance, Plaintiff has that part  
 11 of the transcript with Judge Edward Rafeedie when he made t that  
 12 Ruling. Plaintiff is entitled to worker Compensation from Hughes  
 13 Aircraft Co. (See exhibit #308 where it states that the union  
 14 contract states that Hughes Aircraft Company must give an Injury  
 15 worker a Leave of absent up to 12 months. but instead Hughes  
 16 Aircraft Company Terminate plaintiff employment with Hughes Aircraft  
 17 Company, in Violation of the union Contract and Worker Compensation  
 18 R Rules.  
 19 Plaintiff Hospital Benefit was cancel, and plaintiff' had to  
 20 go to Long Beach Veteran Hospital to get treatment for his Job  
 21 Related Injury. Central District Federal Court, Clerk Issue a  
 22 DEFAULT RULING AGAINST WORKER COMPENSATION , BUT JUDGE OF THE  
 23 DISTRICT COURT DISMISS THAT DEFAULT BY THE COURT CLERK, WITHOUT  
 24 THE DEFENDANT, WORKER COMPENSATION BOARD ASKING THE COURT TO  
 25 DISMISS THE DEFAULT. Exhibit #326 (herein) shows Relief is  
 26 Available under the 1981 Civil Right Act. plaintiff's is entitled  
 27 to damages for emotional harm. Brown vs. Dade Chestern, School Inc.  
 28 1977. Statues of Limitation is Tolling on all of above cases.

FIRST CAUSE OF ACTION

8. Plaintiff' ask the court to TAKE JUDICIAL NOTICE" that the exhibits# 24-to26 (herein) will show that the district Court errored when it found plaintiff' to be a vexatious Litigant, because the Ninth Circuit Court Of appeals, Own Ruling stated that (4) Requirement Must be met bya District Court before a District Court a may Issue a Vexatious Order, Those (4) Requirement was not met. and the Transcript at the Hearing in 1995 don't show anything that make plaintiff' a Vexatious Litigant, PLAINTIFF ASK THE COURT TO VACATE THE VEXATIOUS ORDER.

PLAINTIFF' ask for damages be awarded against the United States Government in According to Proof:

SECOND CAUSE OF ACTION

9. The Social Security Commission fail to award plaintiff' his Disability Benefits from 1992 when plaintiff, applied for the social security Disability Benefits, plaintiff seek social security disability benefits from 1992 when plaintiff first applied for social security disability benefits.

THIRD CAUSE OF ACTION

10. Plaintiff' ask the court to Award plaintiff' Tax Refund that he paided to the Internal Revenue Service, pursuant to the Agreement he made with the Internal Revenue Service, in 1992 in the Amount of \$15,886.53, plus interest.

FOURTH CAUSE OF ACTION

11. Plaintiff' ask the court to Award him the Arbritration Award of \$9,467.60 Plus 10% Interest, and Awards For each Violations Defendants made under the (5) Rules of Rules 436.1 Under the Federal Trade Commission Act.

FIFTH CAUSE OF ACTION

12. Plaintiff' ask the Court to award plaintiff' \$9,667.11 in over-payment against Washington Mutual Bank plus punitive Damages, and cost.

Plaintiff' ask the Court to award plaintiff' \$8,742.69 against Morgan Stanley Dean Witter Credit Corp. Plus punitive Damages and cost.

SIXTH CAUSE OF ACTION

13. Plaintiff ask the court to award plaintiff' (6) years of back pay for promotion from Labor grade#9 to Labor Grade #13 pursuant to the Union Contract, to award plaintiff' worker Compensation Benefit, to award plaintiff' damages for wrongful Termination under the Union Contract, Punitive Damages, and cost according to Proof.

Dated 1/14/2008

  
Leon Sanders

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1 through 10 inclusive.

Defendants

DEMAND FOR JURY TRIAL

Pursuant to Local Rule 3.4 the Plaintiff' submit,  
DEMAND FOR JURY TRIAL.

Dated: 1/14/2008

  
LEON SANDERS